

FEDERAL MARITIME COMMISSION

AGREEMENT NO. 9335-1

NORTHWEST MARINE TERMINAL ASSOCIATION, INC.

THIS AGREEMENT, entered into at Seattle, Washington, by and between the undersigned on the 2nd of May, 1963 (approved by Federal Maritime Commission July 16, 1964) and as amended herein (approved by Federal Maritime Commission March 2, 1966):

W I T N E S S E T H:

That, in consideration of the benefits, advantages and privileges to be severally and collectively derived from this agreement, the parties hereto, marine terminal operators subject to the Shipping Act, 1916, as amended, hereby associate themselves in an association to be known as the "NORTHWEST MARINE TERMINAL ASSOCIATION, INC.", hereinafter referred to as the "Association" to more adequately serve the interests of the shipping public at their terminals in ports in the States of Washington and Oregon and to establish and maintain just and reasonable terminal rates, charges, classifications, rules, regulations and practices at such terminals for or in connection with interstate and foreign water-borne traffic.

1. The parties hereto agree to assess and collect all terminal rates and/or charges for or in connection with traffic handled by them within the scope of this agreement, strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in their respective applicable tariffs; and that they will not in any respect deviate from or violate any of the terms of said tariffs, and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

2. (a) The parties hereto further agree to consult with one another through the Association, when possible, relative to and before amending, supplementing or reissuing any of their tariffs dealing with traffic, within the scope of this agreement. Any recommendation made by any party hereto or by the Association shall be purely advisory and not be binding upon the parties hereto. Amendments, supplements or reissues of any tariff shall be furnished promptly to the Executive Secretary of the Association.

(b) No change in members' tariffs shall become effective until after thirty days' notice to the public unless good cause exists for a change on shorter notice. The reasons for such shorter notice shall be forwarded to the Federal Maritime Commission.

(c) A copy of each terminal tariff effective hereunder containing all rates, charges, rules, classifications, regulations and/or practices, including additions thereto and changes therein, shall be furnished promptly to the Federal Maritime

Commission, Washington, D. C., through the Executive Secretary of the Association.

3. (a) The parties hereto also agree that any user of the services or facilities of the members of the Association or a other interested party desiring a hearing before the Association with regard to rates or charges contained in tariffs filed pursuant to this agreement may apply for and shall be granted hearing thereon before appropriate representatives of the Association.

(b) Shippers' requests and complaints (as said phrase is defined by the Federal Maritime Commission) may be made by any shipper by filing a statement thereof with the Executive Secretary of the Association at 3425 East Marginal Way South, Seattle Washington 98134. The Executive Secretary shall promptly submit the statement to the Committee on Tariffs and Practices and to each member of the Association.

(c) The Executive Secretary shall promptly give notice by mail to the proponent or complainant of the docketing of his statement and the date of the meeting of the Committee on Tariffs and Practices at which it will be considered. If such proponent or complainant desires to be heard, he shall make request upon the Executive Secretary of the Association in advance of the meeting.

(d) Said statement shall be considered by the Committee on Tariffs and Practices at its next meeting. Action need not be restricted to the exact scope of such statement of request or complaint but may include other points or recommendations varying from, but directly or indirectly related thereto.

(e) The Committee on Tariffs and Practices shall submit its conclusions and recommendations to the members of the Association for decision and the Executive Secretary shall thereafter, in writing, promptly advise the proponent or complainant thereof. Action by the Association will not abridge the right of individual action as provided in Article 2(a) of Agreement No. 9335-1 as amended.

(f) If a reconsideration of the Association's decision is requested, the Association shall review the matter promptly and the Executive Secretary shall advise in writing the proponent or complainant of the decision of the Association.

4. (a) The Constitution and By-Laws of the Association shall be as set forth in Exhibits A and B, respectively attached hereto and made a part hereof.

(b) The Association upon approval of a majority of the membership shall have the right and privilege of incorporating as a nonprofit corporation in the States of Washington and Oregon and shall further have the right and privilege of qualifying to do business as a nonprofit corporation in any state where terminals may be located, under appropriate articles of incorporation and by-laws which shall be consistent

provisions of this agreement. In the event the Association shall incorporate, as aforesaid, copies of its Articles of Incorporation and By-Laws, together with any amendments to either, shall be transmitted to the Federal Maritime Commission.

5. In order to further guarantee, insure and verify the adherence to the terms of this agreement and to determine if each of the parties is fully complying with its tariffs, it is agreed that the Association may employ such auditor or auditors as may be necessary to visit the terminals and offices of the parties hereto and inspect their records in order to ascertain that proper charges, billings, and collections have been made in accordance with said tariffs.

6. Each of the parties hereto agrees to pay its proportionate share of the expenses incurred pursuant to the terms of this agreement.

7. (a) By consent of the majority of all of the parties hereto, any responsible marine terminal operator at a port in the States of Washington and Oregon may hereafter become a party to this agreement upon written acceptance of its terms and conditions, provided, however, no such admission shall become effective prior to the date of written advice thereof given by the Executive Secretary of the Association to the Federal Maritime Commission, Washington, D.C. Two signed copies of each such written acceptance shall be furnished promptly by the Executive Secretary of the Association to the Federal Maritime Commission. The admission of any such terminal operator shall not be denied without just and reasonable cause.

(b) In the event of any such denial, prompt advice with a full statement of the reasons therefor, shall be furnished the Federal Maritime Commission.

8. Any party may withdraw from this agreement by serving not less than ninety (90) days previous written notice upon the Executive Secretary of the Association. A copy of any notice shall be dispatched promptly to the Federal Maritime Commission. Upon the effective date of such resignation, the member so resigning shall be relieved of all obligation to the Association, except for the amount of dues or said member then due and unpaid and except for the amount of any then delinquent assessment levied against said member which dues and/or assessment said member agrees to promptly remit to the Association.

9. This Agreement, or any modification thereof, shall not become effective until approved pursuant to Section 15 of the Shipping Act, 1916, as amended, and further, upon this agreement become effective, that certain agreement approved by the Commission's predecessor as Agreement No. 6785 shall be cancelled in full.

10. This agreement shall be executed in triplicate, two copies to be filed with the Federal Maritime Commission, Washington, D.C. and one copy to be retained by the Executive Secretary of the Association.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed by their respective officers or agents thereunto duly authorized:

ALBINA DOCK COMPANY
By/s/ C. E. Hodges
Its Manager

COMMISSION OF PUBLIC DOCKS
By/s/ Thomas P. Guerin
Its General Manager

PORT OF BELLINGHAM
By/s/ C. M. Beal
Its Manager

PORT OF GRAYS HARBOR
By/s/ Ray R. Heinke
Its General Manager

PORT OF PORT ANGELES
By/s/ Fred C. Strange
Its President

PORT OF TACOMA
By/s/ M. S. Erdahl
Its President

(dba) SALMON TERMINAL DIVISION
Olympic Steamship Company, Inc.
By/s/ G. E. Heinrich
Its Manager

AMERICAN MAIL LINE LTD.
By /s/ H. Walker
Its Vice President

PORT OF ASTORIA
By/s/ R. J. Bettendorf
Its Manager

PORT OF EVERETT
By/s/ T. P. McCutchan
Its Manager

PORT OF OLYMPIA
By/s/ G. W. Sibold
Its Manager

PORT OF SEATTLE
By/s/ H. M. Burke
Its General Manager

PORT OF VANCOUVER
By/s/ K. M. Engebretsen
Its Manager

*Complete list
1971*

FEDERAL MARITIME COMMISSION

AGREEMENT NO. 9335-1

NORTHWEST MARINE TERMINAL ASSOCIATION, INC.

Seattle, Washington
May 28, 1965

The members of the Northwest Marine Terminal Association, Inc. hereby agree to and adopt "Constitution and Articles of Incorporation" and "By-Laws", per copies attached hereto, and designated to be Exhibits "A" and "B" respectively and to become a part of their Agreement No. 9335, as amended.

Signed by authority of and on behalf of the following members comprising the membership of said Association:

Albina Dock Company	Port of Olympia
American Mail Line Ltd.	Port of Port Angeles
Commission of Public	Port of Seattle
Docks	Port of Tacoma
Port of Astoria	Port of Vancouver
Port of Bellingham	Salmon Terminals Division
Port of Everett	(Olympic Steamship Company, Inc.)
Port of Grays Harbor	

By _____
Edwin A. Stone
Executive Secretary
Northwest Marine Terminal
Association, Inc.